

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

Cunningham Associates, Inc. dba

United Casualty and Surety Insurance

That we, Cunningham Recreation, as Principal, and Company, a corporation organized under the laws of the State of Nebraska, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation and city of the first class, of the State of Oklahoma, in the full and just sum of One Hundred Seventy Four Thousand, Two Hundred Eighty One and No/100 DOLLARS, (\$ 174,281.00 ), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns jointly and severally, firmly by these presents. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 19.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following city work and improvements, viz.:

**CEDAR LANE PARK PLAYGROUND**

and has entered into a certain written contract with THE CITY OF NORMAN dated \_\_\_\_\_ 20 19, for the erection and construction of said work and improvement, which said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Surety Bond #UCSX384X 1034  
Bond #B-1819-75

ATTEST:

Linda Cunniff  
Corporate Secretary

Cunningham Associates, Inc. dba Cunningham  
Recreation

Company Name

BY

Scott Cunniff  
Principal

ATTEST:

Zach Sanders  
Witness ~~Corporate Secretary~~ (Surety)

United Casualty and Surety Insurance Company  
Surety Name

BY

Zachary R. Bradley  
Zachary R. Bradley Surety Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 1 day of April, 2019 personally appeared Scott Cunningham to me know to be the identical person who executes the foregoing, and acknowledge to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Cynthia L. Pargament  
Notary Public

My Commission Expires: March 5, 2024  
Commission Number: 200906900091

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



Surety Bond #UCSX384X 1034  
Bond # B-1819-76

## STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Cunningham Associates, Inc. dba Cunningham Recreation, as Principal, and United Casualty and Surety Insurance Company, a corporation organized under the laws of the State of Nebraska, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of One Hundred Seventy Four Thousand, Two Hundred Eighty-One and No/100 DOLLARS (\$174,281.00), for the payment of which well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 19.

The conditions of this obligation are such, that whereas, the above Bonded Principal Cunningham Associates, Inc. dba Cunningham Recreation is the lowest and best bidder for the making of the following City work and improvement, viz.:

### CEDAR LANE PARK PLAYGROUND

and has entered into a certain written contract with THE CITY OF NORMAN, dated \_\_\_\_\_, 20 19, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Norman.

NOW, THEREFORE, if the said Cunningham Associates, Inc. dba Cunningham Recreation Principal, shall well and truly pay all indebtedness incurred for labor and material and repairs to and parts for equipment furnished in the making of said public improvement incurred by said Principal or subcontractors, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Surety Bond #UCSX384X 1034

Bond #B-1819-76

ATTEST:

Ynda Cussing  
Corporate Secretary

Cunningham Associates, Inc. dba Cunningham  
Recreation

Company Name

BY

Scott Cunningham  
Principal

ATTEST:

Zach Sanderson  
Witness ~~Corporate Secretary~~ (Surety)

United Casualty and Surety Insurance Company  
Surety Name

BY

Zachary R. Bradley  
Zachary R. Bradley Surety Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 1 day of April, 2019 personally appeared Scott Cunningham to me known to be the identical person who executed the foregoing, and acknowledged to me that \_\_\_\_\_ executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Cynthia L. Pasquelli  
Notary Public

My Commission Expires: March 5, 2024  
Commission Number: 200906900091

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_, day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**MAINTENANCE BOND**

WHEREAS, THE UNDERSIGNED Cunningham Associates, Inc. dba  
Cunningham Recreation, hereinafter referred to as the Principal, has entered into a certain contract dated                     , 20 19, for the construction of:

**CEDAR LANE PARK PLAYGROUND**

WHEREAS, under the ordinances of said City of Norman the said Principal is required to furnish to the City a maintenance bond covering said construction, said bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of said construction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said Principal and United Casualty and Surety Insurance Company, as a corporation organized under the laws of the State of Nebraska, and authorized to transact business in the State of Oklahoma, as surety, are jointly and severally, firmly held and bound unto said City in the penal sum of Dollars (\$ 174,281.00), in lawful money of the United States of America, same being 100% of the cost of the construction herein referred to for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of this bond is such that if the said Principal shall keep and maintain, subject to normal wear and tear, the said construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, for a period of one year from the date of the written final acceptance thereof by the City, and shall promptly repair, without notice from the City, any and all defects or failures occurring or arising from improper workmanship, materials, or failure to protect new work until it is accepted within a period of one year without notice from said City, and without expense to said City, thence this obligation shall be null and void and of no force and effect; otherwise to be and remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to make any needed repairs upon said construction, or to maintain any part of the same, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the Principal by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the Principal at the address set forth below, then the Principal and surety shall jointly and severally be liable to the City, for the cost and expense for making such repairs, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has

Surety Bond #UCSX384X 1034  
Bond #MB-1819-55

caused these presents to be executed in its name its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 19\_\_.

ATTEST: Gonda Cunningham Cunningham Associates, Inc. dba Cunningham  
Corporate Secretary Recreation  
Company Name

Mailing Address of Principal:

5932 Old Pineville RD

Charlotte, NC 282777

BY: [Signature] Principal  
United Casualty and Surety Insurance Company  
BY: Zachary R. Bradley Surety Name  
Zachary R. Bradley Attorney-in-Fact

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 1 day of April, 2019, personally appeared Scott Cunningham to me known to be the identical person who executed the foregoing, and acknowledge to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Cynthia L. Pozzani  
Notary Public

My Commission Expires: March 5, 2024

Commission Number: 200906900091

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City Attorney

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor

ATTEST: \_\_\_\_\_  
City Clerk